

1 McCormick, Barstow, Sheppard,
2 Wayte & Carruth LLP
3 David Emerzian, #222930
david.emerzian@mccormickbarstow.com
4 H Annie Duong, #319953
annie.duong@mccormickbarstow.com
5 7647 North Fresno Street
Fresno, California 93720
Telephone: (559) 433-1300
Facsimile: (559) 433-2300

6
7 Attorneys for Creditor
A.J. EXCAVATION INC.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

**In Re
PG&E CORPORATION**

and

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

Bankruptcy Cases
19-30088-DM (Lead Case)
19-30089-DM

(Jointly Administered)

**A.J. EXCAVATION INC.'S NOTICE OF
PERFECTION OF LIEN**

(11 U.S.C. §§ 362, 546(b))

Affects PG&E Corporation
 Affects Pacific Gas and Electric Corporation
 Affects both Debtors

**All papers shall be filed in the Lead Case
No. 19-30088 DM

Creditor A.J. EXCAVATION INC., ("AJ"), by and through its undersigned counsel, hereby files this notice of perfection, maintenance, and continuation of perfection of its mechanics' lien against the Debtors, PG&E Corporation and Pacific Gas and Electric Company ("Debtors") pursuant to 11 U.S.C. sections 362(b)(3) and 546(b) ("Notice"). In support of this Notice, AJ represents the following:

1. AJ is organized as a California corporation, in the business of performing earthwork, grading, paving, foundation, fencing, excavation, maintenance and/or other related construction

services, with its principal place of business at 514 North Brawley Avenue, Fresno, California 93706.

2. Debtor Pacific Gas & Electric Company (hereinafter “PG&E”) contracted AJ to provide earthwork, grading, paving, foundation, fencing, excavation, maintenance, and/or other related construction services for the improvement of certain real property owed, or reputed to be owned, by PG&E, as provided more fully in the prepetition contract (Long Form) (hereinafter “Contract”). The real property is located at the following address, along with the contract number, more commonly known as:

**Wilson Substation
4870 East State Highway 140, Merced, CA 95340
Contract #C11895**

(hereinafter “Real Property”).

3. Prior to the bankruptcy petition, AJ furnished such labor, materials, equipment, and/or supervision for the earthwork, grading, paving, foundation, fencing, excavation, and other related construction services for the improvement of the Real Property in accordance with the scope of work contained in the Contract, and as amended by applicable work change orders.

4. The principal sum, exclusive of interest and other charges, that is currently due and owing to AJ for the labor and materials provided to the PG&E pursuant to the Contract is:

\$90,500.00

5. Bankruptcy Code, 11 U.S.C. section 362(b)(3), provides that:

The filing of a petition under section 301, 302, or 303 of this title...does not operate a stay... under subsection (a) of this section, of any act to perfect, or to maintain or continue the perfection of, an interest in property to the extent that the trustee's rights and powers are subject to perfection under Section 546(b) of this title or to the extent that such act is accomplished within the period provide under section 547(e)(2)(A) of this title. 11 U.S.C. § 362(b)(3).

6. Bankruptcy Code, 11 U.S.C. section 546(b), provides that:

(1) The rights and powers of a trustee under sections 544, 545, and 549 of this title are subject to any generally applicable law that-

(A) permits perfection of an interest in property to be effective against an entity that acquires rights in such property before the date of perfection; or

(B) provides for the maintenance or continuation of perfection of an interest in property to be effective against an entity that

acquire rights in such property before the date on which action is taken to effect such maintenance or continuation.

(2) If –

(A) a law described in paragraph (1) requires seizure of such property or commencement of an action to accomplish such perfection, or maintenance or continuation of perfection of an interest in property; and

(B) such property has not been seized or such an action has not been commenced before the date of the filing of the petition;

such interest in such property shall be perfected, or perfection of such interest shall be maintained or continued, by giving notice within the time fixed by such law for such seizure or such commencement. 11 U.S.C. § 546(b).

7. Pursuant to California Mechanic's Lien law, a claimant must commence an action to enforce a lien within 90 days after recordation of the claim of lien. Cal. Civ. Code § 8460(a). Because the Debtors filed their Chapter 11 petition for bankruptcy on January 29, 2019, it created an automatic stay of all actions, including a claimant's action to enforce a lien. Thus, AJ was prevented from commencing an action to enforce its liens against the Debtors and perfect its mechanic's liens under the law.

8. Accordingly, AJ hereby gives this notice in lieu of the commencement of any action to perfect, maintain, or otherwise preserve its mechanics' liens pursuant to 11 U.S.C. § 546(b) and California Civil Code sections 8460(a), including the recording of a claim of lien, the commencement of action to enforce the Mechanics' Liens, the filing of a Pendency of Action, and/or the service of notice on purchasers of production on the Real Property ("Mechanics' Lien"). A true and correct copy of the Mechanics' Lien is attached hereto as Exhibit "A" and incorporated by reference.

9. AJ hereby gives notice it intends to enforce its rights under the Mechanics' Lien to the fullest extent allowed under the law. This Notice shall not be construed as an admission that such filing is required or to the necessity of recording, commencement, or seizure. In addition, AJ hereby gives notice that it has, or may be entitled to, additional mechanics' liens rights to properties owned by the Debtors as they become due and owing according to prepetition contracts with the Debtors for the improvement of real property. This Notice shall preserve and continue to preserve any and all of AJ's rights as to the Mechanics' Liens and Bankruptcy Code.

10. AJ reserves the right to amend, supplement, or otherwise modify this Notice and reserves any and all rights entitled to it under the applicable law.

Dated: April 26, 2019

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: /s/ H. Annie Duong
David L. Emerzian
H Annie Duong
Attorneys for Creditor
A.J. EXCAVATION INC.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF FRESNO

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Fresno, State of California. My business address is 7647 North Fresno Street, Fresno, CA 93720.

On April 26, 2019, I served true copies of the following document(s) described as **A.J. EXCAVATION, INC.'S NOTICE OF PERFECTION OF LIEN** on the interested parties in this action as directed by the Order Implementing Certain Notice and Case Management Procedures issued March 6, 2019.

BY ELECTRONIC FILING THROUGH CM/ECF PARTICIPANTS: Based on the Order Implementing Certain Notice and Case Management Procedures, transmission of service through CM/ECF shall constitute effective service on that Registered Participant. My electronic service address service is dawn.houston@mccormickbarstow.com, and I caused the document(s) to be sent to the persons using the CM/ECF system. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 26, 2019, at Fresno, California.

/s/ Dawn Houston
Dawn M. Houston

EXHIBIT A

NOTICE OF MECHANICS' LIEN ATTENTION!

Upon the recording of the enclosed MECHANICS' LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics' lien is recorded.

The party identified in the mechanics' lien may have provided labor or materials for improvements to your property and may not have been paid for those items. You are receiving this notice because it is a required step in filing a mechanics' lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics' lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS' LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I am a citizen of the United States and employed in Fresno County, California. I am over the age of eighteen (18) years and not a party to the action. My business address is: 514 N. Brawley Avenue, Fresno CA 93706

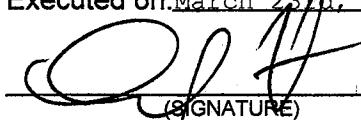
On this date I served the foregoing MECHANICS' LIEN on the owners of the property: Pacific Gas & Elctric 77 Beale Street, San Francisco CA 94105,
(Name & Address of Owner) subject to the mechanics' lien:

by placing a true copy thereof enclosed in a sealed envelope, first-class mail postage prepaid, evidenced by a certificate of mailing, to the owner at the owner's or reputed owner's residence or place of business address or at the address shown by the building permit on file with the authority issuing a building permit for the work, or as otherwise provided in Section 8174 of the California Civil Code.

by personally delivering a true copy thereof to the person(s) at the address set forth below:

I declare under penalty of perjury under the laws of the State of California that foregoing is true and correct.

Executed on: March 23rd, 2019 by: Alisa Emmett
(Your Name)


(SIGNATURE)

RECORDING REQUESTED BY

A.J. Excavation, Inc.
514 N. Brawley Avenue
Fresno, CA 93706

AND WHEN RECORDED MAIL TO:

A.J. Excavation, Inc.
514 N. Brawley Avenue
Fresno, CA 93706
Wilson: 18-176 Contract: C11895

Recorded in Official Records, MERCED COUNTY

04/09/2019

08:23 AM

re16

BARBARA J LEVEY

Merced County Clerk – Recorder

P Public

Doc#: **2019009942**

Titles: 1 Pages: 2

Fees 20.00

Taxes 0.00

Housing Fee 75.00

PAID 95.00



* \$ R 0 0 0 0 2 5 9 2 6 0 \$ *

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIENThe undersigned A.J. Excavation, Inc.

[Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license]

Claimant claims a mechanics' lien upon the following described real property:

City of Merced, County of Merced, California,
Wilson Substation:4870 E. State Hwy 140, Merced CA 95340 APN: 060133025 & 061033021

[General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.]

Replace 230 KV Reactor

#18-176 Contract# C11895 Invoice #2018-1059

The sum of \$ 90,500.00 together with interest thereon
[Amount of claim due and unpaid]

at the rate of 10% percent per annum from March 22nd, 2019

[Date when balance became due]

is due claimant after deducting all just credits and offsets for the following work and materials furnished by claimant Off Haul / Soil Removal

[Insert general description of work or materials furnished]

Claimant furnished the work and materials at the request of, or under contract with
Pacific Gas & Electric

[Name of person or firm who ordered or contracted for the work or materials]

The owners and reputed owners of the real property or leasehold interest are

Pacific Gas & Electric

[Insert name of owner of real property. This can be obtained from the County Recorder]

Firm Name A.J. Excavation, Inc.

By:

[Signature of claimant or authorized agent]

Alisa Emmett

[Printed name of claimant or authorized agent]

514 N. Brawley Ave, Fresno CA 93706

[Address of claimant or authorized agent]

VERIFICATIONI, the undersigned, say: I am the President

[President of, "Manager of," "A partner of," "Owner of," etc.]

the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 23rd, 2019, at Fresno, California.

[Date of Signature]

[City Where Signed]

[Factual signature of the individual who is swearing that the contents of the claim of mechanics' lien are true.]

Alisa Emmett

[Printed name]

AJ Excavation Inc.

Fresno, CA 93706
O#559-408-5908
F #559-354-0639

Invoice

Date	Invoice #
1/7/2019	2018-1059

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
		Wilson Sub Off Haul #18-176

Quantity	Description	Rate	Amount
	BILLING #1 (FINAL): Work completed at the Wilson Substation - Off Haul Project	90,500.00	90,500.00
			Total \$90,500.00



Contract (Long Form)

This is a Contract between the below named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

Contractor's Legal Name:	A.J. Excavation Inc.	PG&E Contract No. C11895
Contractor's Address:	9662 W. Kearney Boulevard Fresno, CA 93706	This Contract consists of 63 pages.

Project Name: WARNERVILLE-WILSON: REPL 230 KV REACTOR

Job Location: PG&E's Wilson Substation – Merced, California

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work. This is not an exclusive Contract. This Contract does not guarantee Contractor any Work nor is there any guarantee as to any volume or duration of Work.

Contractor shall off-haul and dispose of 5,000 tons of soil to PG&E Authorized Disposal and Recycling Facility (attachment 3).

ATTACHMENTS: Each of the following documents is attached to this Contract and incorporated herein by this reference:

Attachment 1: Scope of Work, Pages 1 through 5

Attachment 2: General Conditions, Pages 1 through 49

Attachment 3: Authorized Disposal and Recycling Facilities, Pages 1 through 7

CONTRACT TERM: This Contract is effective upon signature by both parties and expires on 12/31/2018.

COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of 12/31/2018. Time is of the essence.

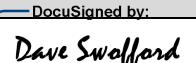
INSURANCE: Contractor shall maintain insurance in accordance with Section 25 of the General Conditions.

TERMS OF PAYMENT: In accordance with Section 16 of the General Conditions.

CONSIDERATION: As full consideration for satisfactory performance of the Work by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E Contract Change Order, fully executed by both PG&E and Contractor.

TOTAL: Unit Price Not-to-Exceed \$127,500.00

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: A.J. EXCAVATION INC.	
DocuSigned by:		DocuSigned by:	
Signature		Signature	
Name	D49087CE9AA24AD... Janetta Tarter	Name	7C5EB705F2684BA... Dave Swofford
Title	Sourcing Supervisor	Title	VP Utility
Date	11/6/2018	Date	11/6/2018



PG&E Contract No. C11895
Page 2 of 2

ADMINISTRATION			
PG&E Negotiator	Mark Dolatre	Contractor Representative	Dave Swofford
Phone	(925) 459-6905	Phone	(559) 408-5908
Email	Mark.dolatre@pge.com	Email	dave@movendirt.com
Accounting Reference	74001801		
PG&E Work Supervisor:	Chris Jackson	Phone: (559) 831-1441	
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPAidline@pge.com .		
	Send ORIGINAL Invoice to:	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	Jennifer Brothers 6030 West Oaks Boulevard, Suite 300 Rocklin, CA 95765 or ETS&PSCContractInvoicing@pge.com	

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	